

**CITY OF WASHINGTON
COMMITTEE OF THE WHOLE
MONDAY, SEPTEMBER 12, 2016
6:30 P.M.**

**LIBRARY MEETING ROOM
380 N. WILMOR ROAD**

AGENDA

- 1. ALDERMAN WISHING TO BE HEARD ON A NON-AGENDA ITEM**
- 2. CITIZENS WISHING TO BE HEARD ON A NON-AGENDA ITEM**
- 3. APPROVAL OF MINUTES – August 3, 2016 regular meeting**
- 4. BUSINESS ITEMS**
 - A. Code of Ordinances Amendment: Closing Process for Water/Sewer Accounts
 - B. Purchase of Police Department Squad Cars
 - C. Actuarial Proposals: Police Pension Fund and Retiree Health Fund
 - D. Right-of-Way Vacation: Park Boulevard
 - E. Terra Engineering – W. Cruger Road Phase 2 Multi-Use Path
 - F. Ameren Progressive City Grant: Potential Projects Discussion
- 5. OTHER BUSINESS**
- 6. ADJOURNMENT**

**COMMITTEE OF THE WHOLE
MONDAY – AUGUST 8, 2016
LIBRARY MEETING ROOM - 380 N. WILMOR ROAD
WASHINGTON, ILLINOIS**

Mayor Manier called the Committee of the Whole meeting of August 8, 2016 to order at 6:49 p.m. in the Library meeting room at Five Points Washington.

Present: Aldermen Brownfield, Brucks, T. Gee, Moss, Butler, Dingledine, J. Gee, and Moehle.

Absent: None.

Also present: City Administrator Culotta, P & D Director Oliphant, Police Chief Papis, City Treasurer Dingledine, and City Clerk Brown.

MINUTES

1. Aldermen wishing to be heard on non-agenda item – None.
2. Citizens wishing to be heard on a non-agenda item – Kris Hasten owner of Sentimental Journey on Washington Square shared that she has been in business for 24-years and the main issue over the past 20-years has always been the lack of parking on the Square. She shared that businesses have changed over the years where more are holding classes that bring more 2 to 3-hour parking traffic as well as all the parking issues with the upper apartments along the Square. She mentioned the upcoming streetscape project and how proposed crosswalks will take up more parking spaces as well. She shared that she is thankful for the N. Main Street parking lot that will provide more public parking next to Brunks but it would also be nice to have additional parking on the south side of the Square and believes the timing is right for the City to look at purchasing the parking lot that the Gross' currently own. She shared that there have been several business inquiries about the lot from a bridal business and a restaurant and they are asking if the parking lot will be a public parking lot. She shared the lack of public parking is why that side of the Square is not developing and why all the events are moving off of the Square. She shared that there is currently over \$1M in the Downtown TIF that us as merchants have paid into over the years and the number one thing we want is more public parking where anyone can use it. She indicated that they are happy with the restriction being proposed that it remains a public parking lot for 15-years. She shared that this lot would offer public parking on all three corners of the Square as well. She indicated that she would like to be involved and that several others are interested as well and asked if anyone had any questions. Mayor Manier indicated that Council is being accused of not being for the Square but we are doing things to make improvements. He shared that we are not trying to sell spaces and an ATM would also take up existing spaces. Kris asked what the nature of the problem was and Mayor Manier shared that a fair bid has been submitted for the property. A brief discussion ensued on the public parking restriction that was asked for and its potential consequences. Alderman J. Gee shared an update from the Public Works meeting on the N. Main Street parking lot indicating that bids should be received by Friday with an award on Monday. He shared that the completion date is targeted for September 23rd.
3. Approval of Minutes: Alderman Brownfield moved and Alderman Moss seconded to approve the minutes of the July 11, 2016 Committee of the Whole meeting. Motion carried unanimously by voice vote.
4. **BUSINESS ITEMS**
 - A. Rezoning Request: Casey's General Stores, Inc. – P & D Director Oliphant shared the following in regards to the rezoning that will be coming before City Council at their next meeting: 1) the request was heard at the recent Planning and Zoning Commission meeting that resulted in a recommendation for approval; 2) the property is a 126 square foot piece currently owned by RP

Lumber and if the rezoning is approved will be sold to Casey's store to use for future expansion on the site; and 3) the piece would be attached to one of Casey's existing C-3 zoned parcels. 1st reading next Monday and second reading in September.

- B. Health Insurance Summary Plan Process Clarification – City Administrator Culotta shared the following in regards to the Plan process: 1) the Plan Description allows an employee to appeal adverse benefit determinations with appeals made to the Plan Administrator; 2) the Plan Administrator is defined as the City of Washington; 3) appeals have been directed to the Finance & Personnel (F&P) Committee in the past; 4) the City Attorney has reviewed the Plan document and views the use of the F&P Committee as a good procedure; 5) the City's Code states the role of the Committee is to make recommendations to the City Council; and 6) the F&P Committee has reviewed several options to clarify who serves as the Plan Administrator and the consensus was for the F&P Committee to review the appeals and make recommendation to the City Council. He shared that this would clearly identify the process going forward and would not require an amendment but would be an internal policy. He also shared that review can take place in executive session and HIPA rules would be protected. It was the consensus of the Committee to move the policy forward to City Council for consideration.
- C. Geographic Information Systems (GIS) Services – Public Works Director Andrews shared the following in regards to GIS services for the remainder of FY16-17: 1) statement of qualifications and proposals were received for supporting services from three firms; 2) these services were budgeted at \$68,500 for FY16-17 under our previous contract, leaving a total of \$57,412 available for these services in the remainder of FY16-17; 3) the fee comparisons were generated from a minimum billing of 8-hours per week to an evenly divided monthly rate based on the total budget divided over a remaining 9-months of this FY; 4) the services would support both the City's basic GIS mapping as well as support of various engineering tasks, including assistance in completion of the sewer capacity mapping, integration of the mapping refinements of the City's water model into the City's base map, sign replacement tracking, and updating of pavement ratings for various street segments; and 5) staff would look to advance the contract proposal to City Council with Cloudpoint Geographics, Inc. for consideration on Monday, August 15th. He shared that they were founded in 2011 with a sole focus in GIS. It was the consensus of the Committee to move the contract award forward to City Council for consideration. Alderman J. Gee asked how many employees they have and Andrews replied 5 total of which three are GIS Professionals (GISP). He shared that we would be assigned one GISP for our onsite work.
- D. Downtown Square Streetscape Update – P & D Director Oliphant shared the following on streetscape work: should have approval from IDOT this fall; Council had previously approved working with Hutchison Engineering for engineering services which are now completed; we are getting to the point of meeting with businesses and the community as whole to go over the plan; the Square specialty shops hope to have this as an item on their agenda to start going over; by mid-September should be ready for a public open house; a long term projection would be to meet again at mid-point of the process for additional input; hold another open house session as well at the tail end of the project; should know more early next year about funding from IDOT on the full project or if we will have to look at prioritizing; and will be providing updates as they come in.

5. Other Business – None.

6. At 7:20 p.m. Alderman Dingledine moved and Alderman T. Gee seconded to adjourn. Motion carried unanimously by voice vote.



Patricia S. Brown, City Clerk

CITY OF WASHINGTON
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MEMORANDUM

TO: Mayor Manier and Committee of the Whole
FROM: Joanie Baxter, Controller *JEB*
DATE: September 9, 2016
SUBJECT: Water Shutoff Policy

As you may recall, current policy is that water services remain on between tenants or owners of residential and commercial property. This can cause problems in situations when Staff does not realize a tenant has moved in and we are potentially left with a bill for water used without an account being established and also in the case of leaks between tenants. Furthermore, there are numerous accounts that UMI has not been able to replace the meter for our meter replacement program because the property is vacant, which has also prompted this discussion as our desire would be to terminate service to vacant properties and not turn the water on again until the meter is replaced.

As a result, Staff has developed a policy for City Council consideration that will authorize the termination of water service after a property has been vacated. A final reading would be obtained and the water would be shut-off until such time as a subsequent occupant would establish an account. In the case of multi-family where there is not an individual shut-off, the water would not be able to be shut-off and would instead remain on and any usage prior to the next occupant would be the responsibility of the owner/landlord. There are no fees proposed for either shutting off or turning on water service under any of these circumstances.

The proposed language would be included in Chapter 50 and is as follows:

At such time that any person, firm or corporation vacates a building with water service, a final reading will be obtained and whenever possible, the water service will be turned off. In the case of a multi-family dwelling that does not have an individual shutoff, a final reading will be obtained and the water service will remain on. Any water used prior to a subsequent user establishing a water account will be billed to and the responsibility of the property owner. The water service will be reestablished at such time as the new user sets up the account.

This matter is included for consideration by the Committee of the Whole on September 12, 2016.



Washington Police Department

Ed Papis
Chief of Police

115 WEST JEFFERSON STREET
WASHINGTON, ILLINOIS 61571
NON-EMERGENCY (309) 444-2313
FAX (309) 444-7511

TO: Committee of the Whole
FROM: Chief Ed Papis
RE: 2016-17 Patrol Car Purchase
DATE: September 9, 2016

Committee Members,

On August 15, the Public Safety Committee, having received this information, directed its presentation to the Committee of the Whole for guidance.

Related to the planned and budgeted purchase of two 2017 Ford Police Interceptor Explorer squad cars, WPD sought bids from three area dealers, Morrow Brothers Ford, which holds the state bid contract, and Currie Motors of Frankfurt, Illinois, which holds the Suburban Purchasing Cooperative contract. Only two area dealers, Uftring Ford of East Peoria and Mangold Ford of Eureka, submitted bids.

In order to provide maximum interchangeability for ease of use and maintenance, we sought 2017 versions of our current Police Interceptor Explorers, with the same options purchased last year.

Uftring bid to those specifications. The Uftring bid is \$29,835. Tim Berlett of Uftring was, as always, helpful in providing information about previous purchases and options available in the new models, which assisted in obtaining other bids.

Mangold Ford bid to those specifications. The Mangold bid was \$29,175. The City's relationship with Mangold Ford is excellent in that the service department has historically been helpful in pursuing warranty and claims beyond warranty with Ford Motor Company and in providing expedited service to our police vehicles. That type of service has been above and beyond available service provided through other local sources.

Morrow Brothers Ford automates the bid process to accommodate the large volume of requests involved with being the state contract vendor. Final bid differences include:

- Dark Mode – a switch is used to disable interior lights as opposed to the requested courtesy light disable
- Driver's side spot light is LED as opposed to incandescent (an upgrade)
- Ford 86P front headlight housing prep (an upgrade involving pre-drilled headlight housing)
- Ford 66B tail lamp lighting (an upgrade involving LED flashers in tail lights)

The headlight housing prep is work that would be done by Ragan Communications, which involves minimal additional cost. Tail lamp lighting is work and material Ragan's would normally provide,

which includes providing and installing LED flashers in the tail light assembly. (This is not the rear lighting solution 66C.) Ragan's will still provide wiring and controls for these items. The LED spot light is substantially more expensive than the incandescent version, but of limited additional utility. Dark mode is not preferred based on previous experience with our Chevrolet patrol cars that had a similar feature. The Morrow Brothers price is \$30,284.

Currie Motors is also a high volume dealer with an automated quote process. Currie Motors was able to bid to specification with the exception of the ignition override, with a delivered cost of \$28,113. The estimated cost of the ignition override, installed, is \$360 (total estimated cost \$28,473).

Although Ragan Communications will remove and re-use, where practical, equipment from the vehicles we replace (both different body styles), Council can still expect substantial additional costs to equip the new vehicles for duty use. As we expect to replace one unmarked patrol car with another unmarked unit, we will not incur marking cost for one of the vehicles.

We do not recommend attempting to trade these replaced vehicles in conjunction with the purchase of these squad cars, as that will involve additional logistical difficulties in removing and re-using equipment, additional down time, and likely low trade-in offers from the out-of-area dealers who would either have to travel to inspect the trade-ins or bid sight unseen (which is the normal process, with values based on customer statements about the traded vehicles). The trades can be better utilized after they are stripped of equipment and sold or traded locally.

Of the area bids, Mangold provided the lowest bid by \$660 per car and has an excellent history with service to City vehicles. Mangold's bid is \$702 higher than the lowest bid from Currie Motors of Frankfurt, Illinois (a bid that includes delivery and was adjusted for the ignition lockout).

Uftring provided ready assistance in providing information about the purchase. Uftring's bid is \$1,362 higher than the lowest bid from Currie Motors.

MANGOLD	UFTRING	CURRIE	MORROW
\$29,175 EACH	\$29,835 EACH*	\$28,473 EACH	\$30,284 EACH
\$660 under Uftring	\$660 over Mangold		
\$702 over Currie	\$1,362 over Currie		

*On September 7, Uftring provided an unsolicited, updated quote of \$29,535 each (\$360 over Mangold).

We look forward to Council's direction in selecting a vendor to fulfill the scheduled replacement of our 2008 Crown Victoria and 2009 Ford Explorer patrol cars. These patrol cars have 117,000 and 124,000 miles respectively.

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MEMORANDUM

TO: Mayor Manier and Committee of the Whole
FROM: Joanie Baxter, Controller *JB*
DATE: September 9, 2016
SUBJECT: Actuarial Services for Police Pension Fund and Retiree Health Fund

Recently, the Police Pension Board determined they wanted to change actuaries and as such, sent out a request for proposals for actuarial services. In addition, it is time for a valuation for the Retiree Health Insurance Fund and thus these services were also included. The proposals were due on August 30 and the Police Pension Board met on September 7 to review the proposals. Follow up phone interviews will be conducted next Thursday, September 15 with the top two proposing firms. The City Council will need to award a contract on September 19 so that the deadlines in the RFP can be met and ultimately the required information will be available from the actuary for the tax levy that will be discussed in November with adoption the second meeting in December.

The City Council has historically paid for the services of the actuary because the resulting funding contribution is typically less than that calculated by the State and thus results in a savings on the property tax levy for the City. This is true because an independent actuary is authorized to use different non-statutory assumptions (interest rate, amortization percentage, salary increase) that are more specific to the fund rather than those applied across the board to all funds of a similar size. Also, a GASB valuation in accordance with GASB 67/68 is required annually for the financial statements and is not a requirement for the pension fund.

In addition to the annual required valuation for the Police Pension Fund, historically a valuation for the Retiree Health Insurance Fund has been required every three years. Beginning with FYE 4/30/18, GASB 45, the basis for the valuation will be replaced by GASB 74/75 and will be required every two years. The regulations have not yet been released, but it appears a full valuation will be due in the year of implementation with an interim report allowed the following year.

General discussion is planned.

CITY OF WASHINGTON

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MEMORANDUM

TO: Mayor Manier and Committee of the Whole
FROM: Jon R. Oliphant, AICP, Planning & Development Director
SUBJECT: Park Boulevard ROW Vacation
DATE: September 7, 2016

The Park District recently informed staff of its desire to replace the existing maintenance building on the north side of Park Boulevard within Washington Park. It would like to build a similar replacement on the same footprint. After reviewing the City's GIS, the existing building is about 13-14 feet into the Park Boulevard right-of-way. District 52 owns the property to the south.

While Park Boulevard serves solely as ingress/egress for the Washington Park/Lincoln Grade School recreation amenities and the building, it is still shown as dedicated ROW. The ROW also includes a row of parking. The ROW was established with the approval of Heyls 1st Addition subdivision. There were originally many residential lots platted on both sides of Park Boulevard that likely were never built. Staff can find no record that the ROW had previously been vacated. There are no known city utilities within the ROW and the city does not maintain it.

The Public Works Committee recommended that a vacation be granted. General discussion is planned for the September 12 Committee of the Whole meeting to gather direction on how staff and the Park District should proceed with this. If a vacation is desired, the Park District would need to have a vacation plat prepared and submitted prior to eventual City Council consideration.





Memo

TO: Mayor Manier and City Council
FROM: Ed Andrews, Public Works Director
SUBJECT: Cruger Road Phase 2 Multi-Use Path – TAP Grant
Engineering Contract with Terra Engineering
DATE: September 9, 2016

The City of Washington has received a funding commitment for the above mentioned project for the construction of an 8' wide recreational trail along the north side of Cruger Road from Nofsinger Road to Main Street, and a portion of Main Street to connect to Easy Street. This project was estimated at a total cost of \$418,892 with an 80/20 funding split between Federal and Local cost share.

In follow up to discussions held with the Public Works Committee on September 6th, 2016, the Committee voted to advance the proposed contract with Terra Engineering to the Committee of the Whole. Attached is IDOT's standard agreement for Consultant services, prepared by Terra Engineering using cost plus fixed fee (CPFF) of the estimated project cost for a time and materials, not to exceed fee of **\$57,007.99**.

This compares favorably to the standard percentage estimate of \$69,815 used for the grant application. It is felt that Terra's ongoing services to the City on the Nofsinger Road Intersection have helped to leverage this level of competitiveness.

This matter has been placed on the agenda for the Committee of the Whole Meeting of September 12, 2016 for review and discussion to advance to full Council.

cc: File

ATTACHMENT A - Scope of Services Cruger Road Multi-Use Path

Phase I – Preliminary Engineering, Update Environmental Clearances, Update PDR

The City of Washington has Funds from IDOT to extend a multiuse path along the north side of Cruger Road, from Nofsinger Road to Main Street. Engineering services will be performed in accordance with Bureau of Local Roads and Streets Standards. It is assumed that the project will be approved based on a Group I Categorical Exclusion or an update of a previously approved PDR.

The following tasks will be required for Phase I Preliminary Engineering:

- Field Investigations and Data gathering
 - Collect available data from City of Washington, IDOT, utility companies.
 - Perform pick-up topographic survey along Cruger Road along the route of the proposed multi use path to verify as built conditions.
- Environmental Survey Request, only as needed
 - Based on the proposed alignment and the use of existing right-of-way, submit an ESR to the State for environmental clearances (wetlands, Archaeological and Historical Preservation, Threatened or Endangered Species)
 - Address any environmental concerns through the preliminary engineering phase
- Existing Conditions:
 - Prepare Location Map(s) and provide narrative
 - Determine Existing Conditions
(width of travel, turn lanes, alignment, traffic control devices, utilities, jurisdiction, maintenance responsibility, drainage, terrain and current land use)
 - Prepare existing typical sections
(roadway widths, ROW widths, guardrail, curb and gutter, surface types)
 - Report current traffic data
including percentage of trucks; estimate design traffic data
- Proposed Improvements:
 - Describe purpose and need for project
 - Define Logical Termini
 - Determine IDOT design guidelines
 - Meet current accessibility requirements (i.e. longitudinal, cross slope and intersection ramps and crossings).
 - Describe proposed improvements
(width of proposed travel, bicycle and turning lanes, sidewalks, shared-use paths, traffic control devices, drainage items, alignment changes, utility adjustments, intersection improvements, side slopes and clear zones, super-elevation data for horizontal curves)
 - Prepare typical sections
 - Prepare plan and profile sheets
 - Identify items affecting improvement
(parking and truck restrictions, traffic signals, stage construction, lighting)
 - Identify required design variances; prepare justification and submit IDOT

ATTACHMENT A - Scope of Services

Cruger Road Multi-Use Path

- Prepare opinion of probable cost
 - Discuss any proposed improvements being considered in conjunction with this project.
- **Crash Analysis (Update existing crash data or complete analysis)**
 - Summarize crash data for the past five years
 - Prepare a spot map or a location map showing crash locations
 - Detail the types of crashes
 - collision diagrams
 - define data source
 - Analyze crash data
 - high crash locations
 - critical wet weather sites
 - other crash patterns
 - Define how the proposed project will address any crash issues
- **Right-of-Way**
 - Determine Right-of-way needs including temporary easements.
- **Special Waste, if Right of Way is needed**
 - Perform a special waste screening based on previously collected database results.
- **Maintenance of Traffic**
 - Define how vehicle traffic and pedestrians will be accommodated during construction
- **Public Involvement**
 - No formal public meetings are anticipated.
 - TERRA may need to prepare exhibits and reports for routine city meeting.
- **Prepare or amend a Local Project Development Report for IDOT's approval.**

Phase II – Plans, Specifications and Estimated

Prepare the following Plan Sheets in accordance with Bureau of Design and Environment Manual:

- Cover Sheet
- General Notes
- Summary of Quantities
- Typical Sections
- Schedule of Quantities
- Alignment, Ties & Benchmarks
- Removal Plans
- Plan & Profile Sheets
- Traffic Control Plans (Maintenance of Traffic)
- Erosion and Sediment Control Plans
- Miscellaneous Details
- Details of intersection ramps to meet ADA requirements

ATTACHMENT A - Scope of Services Cruger Road Multi-Use Path

- Pavement Markings & Signage Plans
- Landscaping Plans
- Cross Sections

Prepare and determine the pavement structure in accordance with the Bureau of Local Roads Manual.

Prepare Project Specifications in accordance with IDOT specifications and include the following:

- Supplemental Specifications
- Recurring Special Provisions
- BDE Special Provisions
- Contract Special Provisions
- Project Specific Special Provisions
- Highway Standards

Prepare Quantities and Estimates which will include the following:

- Quantities
- Estimate of Time
- Estimate of Cost

Utility Coordination

- Analyze potential conflicts between the proposed improvements and the existing utilities.
- Coordinate utility relocations as necessary to facilitate construction of the proposed improvements.

Right of Way – Cruger Road

- It is assumed that one Right-of-way from up to two parcels will be needed for this project.
- Right-of-way plat and legal descriptions will be prepared.

Assumptions


The following assumptions were made in the development of the above scope and man-hour estimate:

- It is assumed that this project will not impact a jurisdictional floodplain or jurisdictional wetlands. Should impacts to wetlands be identified during Phase I, additional services will be discussed and negotiated with the City of Washington.
- It is assumed that special waste screening will show that neither a PESA or PSI will be required for this project.
- It is assumed that the project will not impact any historic, archeological or cultural resources. Should the results of the ESR indicate otherwise, additional services will be discussed and negotiated with the City of Washington.

ATTACHMENT A - Scope of Services

Cruger Road Multi-Use Path

- It is assumed that a formal public hearing will not be required for this project. Should additional services be required, they will be discussed and negotiated with the City of Washington.
- It is assumed that professional land acquisition services for appraisals and negotiations will not be needed.

Local Agency City of Washington	LOCAL AGENCY	 Illinois Department of Transportation Preliminary Engineering Services Agreement For Federal Participation	CONSULTANT	Consultant TERRA Engineering, Ltd.
County Tazewell				Address 401 Main Street, Suite 1130
Section				City Peoria
Project No.				State IL
Job No.				Zip Code 61602
Contact Name/Phone/E-mail Address Ed Andrews 309-444-1136 eandresw@ci.washington.il.us				Contact Name/Phone/E-mail Address Karen Dvorsky, P.E. 309-999-0123 kdvorsky@terraengineering.com

THIS AGREEMENT is made and entered into this _____ day of August, 2016 between the above Local Agency (LA) and Consultant (ENGINEER) and covers certain professional engineering services in connection with the PROJECT. Federal-aid funds allotted to the LA by the state of Illinois under the general supervision of the Illinois Department of Transportation (STATE) will be used entirely or in part to finance engineering services as described under AGREEMENT PROVISIONS.

Project Description

Name Cruger Road Recreational Trail Extension Route Cruger Rd Length 1.2 mi. Structure No. _____
Termini From the east side of Nofsinger Road to the west side of Main Street

Description This project will construct an approximately 1.2 mile extension of a recreation trail on the north side of Cruger Road between Nofsinger Road and Main Street.

Agreement Provisions

I. THE ENGINEER AGREES,

- To perform or be responsible for the performance, in accordance with STATE approved design standards and policies, of engineering services for the LA for the proposed improvement herein described.
- To attend any and all meetings and visit the site of the proposed improvement at any reasonable time when requested by representatives of the LA or STATE.
- To complete the services herein described within 365 calendar days from the date of the Notice to Proceed from the LA, excluding from consideration periods of delay caused by circumstances beyond the control of the ENGINEER.
- The classifications of the employees used in the work should be consistent with the employee classifications and estimated man-hours shown in EXHIBIT A. If higher-salaried personnel of the firm, including the Principal Engineer, perform services that are indicated in Exhibit A to be performed by lesser-salaried personnel, the wage rate billed for such services shall be commensurate with the payroll rate for the work performed.
- That the ENGINEER is qualified technically and is entirely conversant with the design standards and policies applicable for the PROJECT; and that the ENGINEER has sufficient properly trained, organized and experienced personnel to perform the services enumerated herein.
- That the ENGINEER shall be responsible for the accuracy of the work and shall promptly make necessary revisions or corrections resulting from the ENGINEER's errors, omissions or negligent acts without additional compensation. Acceptance of work by the STATE will not relieve the ENGINEER of the responsibility to make subsequent correction of any such errors or omissions or for clarification of any ambiguities.
- That all plans and other documents furnished by the ENGINEER pursuant to this AGREEMENT will be endorsed by the ENGINEER and will affix the ENGINEER's professional seal when such seal is required by law. Plans for structures to be built as a part of the improvement will be prepared under the supervision of a registered structural engineer and will affix structural engineer seal when such seal is required by law. It will be the ENGINEER's responsibility to affix the proper seal as required by the Bureau of Local Roads and Streets manual published by the STATE.
- That the ENGINEER will comply with applicable federal statutes, state of Illinois statutes, and local laws or ordinances of the LA.

9. The undersigned certifies neither the ENGINEER nor I have:
- employed or retained for commission, percentage, brokerage, contingent fee or other considerations, any firm or person (other than a bona fide employee working solely for me or the above ENGINEER) to solicit or secure this AGREEMENT,
 - agreed, as an express or implied condition for obtaining this AGREEMENT, to employ or retain the services of any firm or person in connection with carrying out the AGREEMENT or
 - paid, or agreed to pay any firm, organization or person (other than a bona fide employee working solely for me or the above ENGINEER) any fee, contribution, donation or consideration of any kind for, or in connection with, procuring or carrying out the AGREEMENT.
 - are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any Federal department or agency,
 - have not within a three-year period preceding the AGREEMENT been convicted of or had a civil judgment rendered against them for commission of fraud or criminal offense in connection with obtaining, attempting to obtain or performing a public (Federal, State or local) transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property,
 - are not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (e) and
 - have not within a three-year period preceding this AGREEMENT had one or more public transactions (Federal, State or local) terminated for cause or default.
10. To pay its subconsultants for satisfactory performance no later than 30 days from receipt of each payment from the LA.
11. To submit all invoices to the LA within one year of the completion of the work called for in this AGREEMENT or any subsequent Amendment or Supplement.
12. To submit BLR 05613, Engineering Payment Report, to the STATE upon completion of the project (Exhibit B).
13. Scope of Services to be provided by the ENGINEER: **SEE ATTACHMENT A – SCOPE OF SERVICES**
- ☒ Make such detailed surveys as are necessary for the planning and design of the PROJECT.
 - ☐ Make stream and flood plain hydraulic surveys and gather both existing bridge upstream and downstream high water data and flood flow histories.
 - ☐ Prepare applications for U.S. Army Corps of Engineers Permit, Illinois Department of Natural Resources Office of Water Resources Permit and Illinois Environmental Protection Agency Section 404 Water Quality Certification.
 - ☐ Design and/or approve cofferdams and superstructure shop drawings.
 - ☐ Prepare Bridge Condition Report and Preliminary Bridge Design and Hydraulic Report, (including economic analysis of bridge or culvert types and high water effects on roadway overflows and bridge approaches).
 - ☒ Prepare the necessary environmental and planning documents including the Project Development Report, Environmental Class of Action Determination or Environmental Assessment, State Clearinghouse, Substate Clearinghouse and all necessary environmental clearances.
 - ☐ Make such soil surveys or subsurface investigations including borings and soil profiles as may be required to furnish sufficient data for the design of the proposed improvement. Such investigations to be made in accordance with the current Standard Specifications for Road and Bridge Construction, Bureau of Local Roads and Streets Administrative Policies, Federal-Aid Procedures for Local Highway Improvements or any other applicable requirements of the STATE.
 - ☐ Analyze and evaluate the soil surveys and structure borings to determine the roadway structural design and bridge foundation.
 - ☒ Prepare preliminary roadway and drainage structure plans and meet with representatives of the LA and STATE at the site of the improvement for review of plans prior to the establishment of final vertical and horizontal alignment, location and size of drainage structures, and compliance with applicable design requirements and policies.
 - ☐ Make or cause to be made such traffic studies and counts and special intersection studies as may be required to furnish sufficient data for the design of the proposed improvement.
 - ☒ Complete the general and detailed plans, special provisions and estimate of cost. Contract plans shall be prepared in accordance with the guidelines contained in the Bureau of Local Roads and Streets manual. The special provisions and detailed estimate of cost shall be furnished in quadruplicate.
 - ☐ Furnish the LA with survey and drafts in quadruplicate all necessary right-of-way dedications, construction easements and borrow pit and channel change agreements including prints of the corresponding plats and staking as required.

II. THE LA AGREES,

1. To furnish the ENGINEER all presently available survey data and information
2. To pay the ENGINEER as compensation for all services rendered in accordance with this AGREEMENT, on the basis of the following compensation formulas:

Cost Plus Fixed Fee

- ☒ CPFF = $14.5\%[DL + R(DL) + OH(DL) + IHDC]$, or
☐ CPFF = $14.5\%[DL + R(DL) + 1.4(DL) + IHDC]$, or
☐ CPFF = $14.5\%[(2.3 + R)DL + IHDC]$

Where:

DL = Direct Labor

IHDC = In House Direct Costs

OH = Consultant Firm's Actual Overhead Factor

R = Complexity Factor

Specific Rate

☐ (Pay per element)

Lump Sum

☐

3. To pay the ENGINEER using one of the following methods as required by 49 CFR part 26 and 605 ILCS 5/5-409:

☐ With Retainage

- a) **For the first 50% of completed work**, and upon receipt of monthly invoices from the ENGINEER and the approval thereof by the LA, monthly payments for the work performed shall be due and payable to the ENGINEER, such payments to be equal to 90% of the value of the partially completed work minus all previous partial payments made to the ENGINEER.
- b) **After 50% of the work is completed**, and upon receipt of monthly invoices from the ENGINEER and the approval thereof by the LA, monthly payments covering work performed shall be due and payable to the ENGINEER, such payments to be equal to 95% of the value of the partially completed work minus all previous partial payments made to the ENGINEER.
- c) **Final Payment** – Upon approval of the work by the LA but not later than 60 days after the work is completed and reports have been made and accepted by the LA and the STATE, a sum of money equal to the basic fee as determined in this AGREEMENT less the total of the amounts of partial payments previously paid to the ENGINEER shall be due and payable to the ENGINEER.

☒ Without Retainage

- a) **For progressive payments** – Upon receipt of monthly invoices from the ENGINEER and the approval thereof by the LA, monthly payments for the work performed shall be due and payable to the ENGINEER, such payments to be equal to the value of the partially completed work minus all previous partial payments made to the ENGINEER.
- b) **Final Payment** – Upon approval of the work by the LA but not later than 60 days after the work is completed and reports have been made and accepted by the LA and STATE, a sum of money equal to the basic fee as determined in this AGREEMENT less the total of the amounts of partial payments previously paid to the ENGINEER shall be due and payable to the ENGINEER.

4. The recipient shall not discriminate on the basis of race, color, national origin or sex in the award and performance of any DOT-assisted contract or in the administration of its DBE program or the requirements of 49 CFR part 26. The recipient shall take all necessary and reasonable steps under 49 CFR part 26 to ensure nondiscrimination in the award and administration of DOT-assisted contracts. The recipient's DBE program, as required by 49 CFR part 26 and as approved by DOT, is incorporated by reference in this agreement. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as violation of this agreement. Upon notification to the recipient of its failure to carry out its approved program, the Department may impose sanctions as provided for under part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. 3801 et seq.).

III. IT IS MUTALLY AGREED,

1. That no work shall be commenced by the ENGINEER prior to issuance by the LA of a written Notice to Proceed.
2. That tracings, plans, specifications, estimates, maps and other documents prepared by the ENGINEER in accordance with this AGREEMENT shall be delivered to and become the property of the LA and that basic survey notes, sketches, charts and other data prepared or obtained in accordance with this AGREEMENT shall be made available, upon request, to the LA or to the STATE, without restriction or limitation as to their use.

3. That all reports, plans, estimates and special provisions furnished by the ENGINEER shall be in accordance with the current Standard Specifications for Road and Bridge Construction, Bureau of Local Roads and Streets Administrative Policies, Federal-Aid Procedures for Local Highway Improvements or any other applicable requirements of the STATE, it being understood that all such furnished documents shall be approved by the LA and the STATE before final acceptance. During the performance of the engineering services herein provided for, the ENGINEER shall be responsible for any loss or damage to the documents herein enumerated while they are in the ENGINEER's possession and any such loss or damage shall be restored at the ENGINEER's expense.
4. That none of the services to be furnished by the ENGINEER shall be sublet, assigned or transferred to any other party or parties without written consent of the LA. The consent to sublet, assign or otherwise transfer any portion of the services to be furnished by the ENGINEER shall not be construed to relieve the ENGINEER of any responsibility for the fulfillment of this agreement.
5. To maintain, for a minimum of 3 years after the completion of the contract, adequate books, records and supporting documents to verify the amounts, recipients and uses of all disbursements of funds passing in conjunction with the contract; the contract and all books, records and supporting documents related to the contract shall be available for review and audit by the Auditor General and the STATE; and to provide full access to all relevant materials. Failure to maintain the books, records and supporting documents required by this section shall establish a presumption in favor of the STATE for the recovery of any funds paid by the STATE under the contract for which adequate books, records and supporting documentation are not available to support their purported disbursement.
6. The payment by the LA in accordance with numbered paragraph 3 of Section II will be considered payment in full for all services rendered in accordance with this AGREEMENT whether or not they be actually enumerated in this AGREEMENT.
7. That the ENGINEER shall be responsible for any and all damages to property or persons arising out of an error, omission and/or negligent act in the prosecution of the ENGINEER's work and shall indemnify and save harmless the LA, the STATE, and their officers, agents and employees from all suits, claims, actions or damages of any nature whatsoever resulting there from. These indemnities shall not be limited by the listing of any insurance policy.
8. This AGREEMENT may be terminated by the LA upon giving notice in writing to the ENGINEER at the ENGINEER's last known post office address. Upon such termination, the ENGINEER shall cause to be delivered to the LA all drawings, plats, surveys, reports, permits, agreements, soils and foundation analysis, provisions, specifications, partial and completed estimates and data, if any from soil survey and subsurface investigation with the understanding that all such material becomes the property of the LA. The LA will be responsible for reimbursement of all eligible expenses to date of the written notice of termination.
9. This certification is required by the Drug Free Workplace Act (30ILCS 580). The Drug Free Workplace Act requires that no grantee or contractor shall receive a grant or be considered for the purpose of being awarded a contract for the procurement of any property or service from the State unless that grantee or contractor will provide a drug free workplace. False certification or violation of the certification may result in sanctions including, but not limited to, suspension of contract or grant payments, termination of a contract or grant and debarment of the contracting or grant opportunities with the State for at least one (1) year but no more than five (5) years.

For the purpose of this certification, "grantee" or "contractor" means a corporation, partnership or other entity with twenty-five (25) or more employees at the time of issuing the grant, or a department, division or other unit thereof, directly responsible for the specific performance under a contract or grant of \$5,000 or more from the State, as defined in the Act.

The contractor/grantee certifies and agrees that it will provide a drug free workplace by:

- a. Publishing a statement:
 - (1) Notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance, including cannabis, is prohibited in the grantee's or contractor's workplace.
 - (2) Specifying the actions that will be taken against employees for violations of such prohibition.
 - (3) Notifying the employee that, as a condition of employment on such contract or grant, the employee will:
 - (a) abide by the terms of the statement; and
 - (b) notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction.
- b. Establishing a drug free awareness program to inform employees about:
 - (1) The dangers of drug abuse in the workplace;
 - (2) The grantee's or contractor's policy of maintaining a drug free workplace;
 - (3) Any available drug counseling, rehabilitation and employee assistance program; and
 - (4) The penalties that may be imposed upon an employee for drug violations.
- c. Providing a copy of the statement required by subparagraph (a) to each employee engaged in the performance of the contract or grant and to post the statement in a prominent place in the workplace.
- d. Notifying the contracting or granting agency within ten (10) days after receiving notice under part (B) of paragraph (3) of subsection (a) above from an employee or otherwise receiving actual notice of such conviction.
- e. Imposing a sanction on, or requiring the satisfactory participation in a drug abuse assistance or rehabilitation program by,
- f. Assisting employees in selecting a course of action in the event drug counseling, treatment and rehabilitation is required and indicating that a trained referral team is in place.
- g. Making a good faith effort to continue to maintain a drug free workplace through implementation of the Drug Free Workplace Act.

10. The ENGINEER or subconsultant shall not discriminate on the basis of race, color, national origin or sex in the performance of this AGREEMENT. The ENGINEER shall carry out applicable requirements of 49 CFR part 26 in the administration of DOT assisted contracts. Failure by the ENGINEER to carry out these requirements is a material breach of this AGREEMENT, which may result in the termination of this AGREEMENT or such other remedy as the LA deems appropriate.

Agreement Summary

Prime Consultant:	TIN Number	Agreement Amount
TERRA Engineering, Ltd.	36-3853964	\$57,007.99
Sub-Consultants:	TIN Number	Agreement Amount
	Sub-Consultant Total:	
	Prime Consultant Total:	
	Total for all Work:	

Executed by the LA:

City of Washington

(Municipality/Township/County)

ATTEST:

By: _____

By: _____

City _____ Clerk _____

Title: Mayor

(SEAL)

Executed by the ENGINEER:

ATTEST:

By: _____

By: _____

Title: Associate Vice President

Title: Senior Project Manager



PAYROLL ESCALATION TABLE FIXED RAISES

FIRM NAME
PRIME/SUPPLEMENT

TERRA Engineering, Ltd.

DATE 08/05/16
PTB NO. _____

CONTRACT TERM
START DATE
RAISE DATE

12 MONTHS
9/1/2016
9/1/2017

176.05%
0
3.00%

OVERHEAD RATE
COMPLEXITY FACTOR
% OF RAISE

ESCALATION PER YEAR

9/1/2016 - 3/1/2017

6
12

= 50.00%
= 1.0150

3/2/2017 - 9/1/2017

6
12

51.50%

The total escalation for this project would be:

1.50%

Subconsultants

FIRM NAME
PRIME/SUPPLEMENT
PSB NO.

TERRA Engineering, Ltd.

DATE 08/05/16

NAME	Direct Labor Total	Contribution to Prime Consultant
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0.00

0.00

0.00

0.00

0.00

0.00

0.00

0.00

Total

0.00

0.00

COST PLUS FIXED FEE

TERRA Engineering, Ltd.

PSB
PRIME/SUPPLEMENT

1.7605
0

**OVERHEAD RATE
COMPLEXITY FACTOR**

[illegible]

PRIME/SUPPLEMENT

LEAFS

1 OF 5

Printed 8/5/2016Bureau of Design and
Environment (Rev. 11/19/15)



September 2, 2016

The Honorable Gary W. Manier
City of Washington
301 Walnut Street
Washington, IL 61571

Dear Mayor Manier:

I am pleased to inform you that Ameren Illinois has named the City of Washington one of our Progressive Cities for 2016.

Your community earned this distinction because of its success in implementing forward-looking initiatives to better the quality of life for your residents and businesses. Some of those projects include:

- Your very active Park District and community initiatives, such as, the BARK District, Veteran's Memorial Scholarship Fund, Living Tree Memorial, "Have A Seat" Park Bench Donation Program and more.
- The unique programs sponsored by the Washington Police Department, like Vacation House Checks, Stuffed Animal Program, Walk and Talk Detail, and others.
- Your recreational trail system featuring 11 miles of paved trails and your continued efforts to extend and connect them.
- Your community's participation in gas and electric safety municipal training.
- The Washington Community Garden that grows food for eight food pantries in the tri-county area.
- The provision of residential curbside recycling and the 50/50 sidewalk replacement program
- The completion of 95 residential and business energy efficiency projects between June 1, 2015 and May 31, 2016, generating more than \$90,000 in annual energy savings.
- The Washington Square, a renovation of historic buildings into a thriving shopping district.

Representatives from Ameren Illinois will honor your city with a \$2,500 grant to be used toward a community project that will improve services or enhance the quality of life for your residents and businesses. We will also present you with road signs announcing your designation as a Progressive City. Your Ameren representative, Kenny Blum, will contact you soon to work out details of an award presentation and the project selection. In the meantime, you may contact Kenny at 309.677.5447 or KBlum@ameren.com if you have questions.

Congratulations on this accomplishment. The City of Washington has set a great example for other Illinois communities to follow.

Sincerely,

A handwritten signature in cursive script that reads "Daetta Jones".

Daetta Jones
Ameren Illinois Division I